ILLINOIS POWER COMPANY

d/b/a AmerenIP

Electric Delivery Service Schedule III. C. C. No. 36

Exhibit A Ill. C. C. No. 36 Original Title Sheet

ELECTRIC DELIVERY SERVICE

SCHEDULE OF RATES FOR ELECTRIC DELIVERY SERVICE Electric Delivery Service Schedule Ill. C. C. No. 36

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CITIES, VILLAGES, COMMUNITIES AND ADJACENT AREAS TO WHICH THIS SCHEDULE IS APPLICABLE

BELLEVILLE SERVICE AREA

Belleville District:

Belleville

Fayetteville

Millstadt

Scott Field (U)

Cahokia (Part) Centreville

Floraville (U) Hecker

New Athens O'Fallon

Shiloh Smithton

Darmstadt (U)

Lenzburg

St. Libory

Swansea

Columbia District:

Burksville (U)

East Carondelet

Maeystown

Valmeyer

Columbia

Harrisonville (U)

New Hanover (U)

Wartburg (U)

Dupo

Trenton District:

Albers

Damiansville Germantown

Lebanon

St. Rose (U)

Aviston

Bartelso Jamestown (U) New Baden New Memphis (U)

Summerfield Trenton

Beckemeyer

BLOOMINGTON SERVICE AREA

Bloomington District:

Bloomington Carlock

Downs Ellsworth Gridley

Meadows (U)

Chenoa

El Paso

Hudson Kappa

Normal Panola

Colfax

Flanagan

Lake Bloomington(U) Secor

Congerville Cooksville

Danvers

Funks Grove (U) Goodfield

Graymont (U)

Le Roy Lexington Mackinaw Shirley (U) Stanford Towanda

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CITIES, VILLAGES, COMMUNITIES AND ADJACENT AREAS TO WHICH THIS SCHEDULE IS APPLICABLE

CHAMPAIGN SERVICE AREA

Champaign District:

Bondville

Mahomet Mansfield Royal

Thomasboro

Urbana

Champaign Lodge (U)

Mayview (U)

Savoy Seymour (U)

White Heath (U)

Monticello District:

Monticello

DANVILLE SERVICE AREA

Danville District:

Belgium

Fithian

Muncie

Sidell

Bunsenville (U)

Georgetown

Ogden

Tilton

Chrisman

Grape Creek (U)

Olivet (U)

Vermilion Grove (U)

Collison (U)

Hegeler (U)

Ridge Farm

Westville

Danville

Indianola

Scottland (U)

DECATUR SERVICE AREA

Clinton District:

Clinton

De Witt

Maroa

Weldon

Deland

Lane (U)

Wapella

Decatur District:

Argenta

Dawson

Illiopolis

Mt. Auburn

Boody (U) Buffalo

Decatur Elwin (U) Lake City (U)
Lanesville (U)

Mt. Zion Niantic

Casner (U)

Forsyth

La Place (U) Mechanicsburg Oakley (U) Oreana

Cerro Gordo Cisco Harristown Hervey City (U)

Milmine (U)

Warrensburg

Dalton City

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CITIES, VILLAGES, COMMUNITIES AND ADJACENT AREAS TO WHICH THIS SCHEDULE IS APPLICABLE

GALESBURG SERVICE AREA

- A 1	ada	Die	trict:

North Henderson Shale City (U) Aledo Joy Alexis Keithsburg Norwood (U) Viola

New Boston Rio Wanlock (U) Alpha (New) Windsor Woodhull Burgess (U) Seaton Gilchrist (U)

Galesburg District:

Abingdon Galesburg Hermon (U) **Prairie City** Gilson Knoxville St. Augustine Avon De Long Greenbush (U) Lake Bracken (U) Wataga

East Galesburg Henderson

Kewanee District:

Altona Elmira (U) Mineral Osceola (U) Annawan Galva Nekoma (U) Sheffield Kewanee Neponset Ulah (U) Atkinson New Bedford Victoria Bishop Hill La Fayette Buda Lake Calhoun (U) Oneida Wyanet

Cambridge Manlius

Monmouth District:

Little York Raritan Berwick (U) Gladstone Biggsville Good Hope Sciota Lomax Smithshire (U) Blandinsville Gulfport Media Kirkwood Stronghurst Cameron (U) Monmouth Carman (U) Terre Haute (U) La Harpe Oquawka

Gerlaw (U)

CITIES, VILLAGES, COMMUNITIES AND ADJACENT AREAS TO WHICH THIS SCHEDULE IS APPLICABLE

GRANITE CITY SERVICE AREA

Collinsville District:

Caseyville

Grantfork

Marine

St. Jacob

Collinsville

Hollywood Heights (U) Maryville

Troy

Fairview Heights (Part)

Edwardsville District:

Edwardsville Glen Carbon

Hamel

Poag (U)

Worden

Granite City District:

Brooklyn

Madison

Pontoon Beach

Venice

Granite City

National City

Wood River District:

Bethalto

Moro (U)

Roxana

Wanda (U)

Cottage Hills (U)

Prairietown (U)

South Roxana

Wood River

East Alton

Rosewood Heights (U)

HILLSBORO SERVICE AREA

Carlinville District:

Atwater (U)

Carlinville

Nilwood

Standard City

Gillespie District:

Benld

Dorchester

Gillespie

Brighton

Eagarville

Lake Gillespie (U)

Sawyerville Wilsonville

Bunker Hill

East Gillespie

Mt. Clare

Woodburn (U)

Greenville District:

Greenville

Mulberry Grove

Pleasant Mound (U)

Smithboro

Hookdale (U)

Pierron

Pocahontas

Tamalco (U)

Keyesport

(U) Unincorporated

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CITIES, VILLAGES, COMMUNITIES AND ADJACENT AREAS TO WHICH THIS SCHEDULE IS APPLICABLE

HILLSBORO SERVICE AREA - Continued

Hillsboro District:

Butler

Fillmore

New Douglas

Sorento

Chapman (U) Coffeen

Hillsboro Irving

Panama Schram City **Taylor Springs** Witt

Donnellson

Litchfield District:

Clarksdale (U)

Litchfield

Morrisonville

Palmer

Raymond

Staunton District:

Harvel

Alhambra Livingston Mt. Olive Staunton

White City

Williamson

Vandalia District:

Bayle City (U)

Bingham

Brownstown

Ramsey

Vandalia

Hagarstown (U)

Shobonier (U)

Vernon

Bluff City (U)

Herrick

JACKSONVILLE SERVICE AREA

Jacksonville District:

Arcadia (U)

Chapin

Jacksonville

Sinclair (U)

Arenzville

Concord

Lynnville

South Jacksonville

LA SALLE SERVICE AREA

La Salle District:

Arlington **Bureau Junction** Cedar Point

Granville Hennepin Hollowayville Malden Mark

Spring Valley Standard

Cherry

Kasbeer (U)

McNabb Mt. Palatine (U) Tiskilwa Triumph (U)

(U) Unincorporated

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CITIES, VILLAGES, COMMUNITIES AND ADJACENT AREAS TO WHICH THIS SCHEDULE IS APPLICABLE

LA SALLE SERVICE AREA - Continued

La Salle District: (Continued)

Dalzell

La Moille

North Utica

Troy Grove

De Pue Dover La Salle Magnolia Peru Seatonville Van Orin (U) Zearing (U)

Ottawa District:

Dayton (U) Harding (U) Milbrook (U) Millington

Newark Norway (U) Serena (U) Sheridan

Marseilles

Naplate

Ottawa

Wedron (U)

MT. VERNON SERVICE AREA

Centralia District:

Central City

Huey Irvington Posey

Shattuc (U)

Centralia

Junction City

Raccoon Lake (U) Richview Walnut Hill

Ferrin (U) Hoffman

Patoka

Sandoval

Wamac

Eldorado District:

Eldorado Enfield

Junction Old Shawneetown Raleigh Ridgway

Shawneetown Texas City (U)

Equality

Mt. Vernon District:

Addieville

Bonnie

Mt. Vernon

Okawville

Ashley Beaucoup (U) Dix Hoyleton Nashville Nason

Venedy Waltonville

Bluford

Huegely (U)

New Minden

Woodlawn

Salem District:

Cartter (U)

Kell

Odin

Salem

CITIES, VILLAGES, COMMUNITIES AND ADJACENT AREAS TO WHICH THIS SCHEDULE IS APPLICABLE

MT. VERNON SERVICE AREA - Continued

Chester District:

Bremen (U)

Chester

Du Quoin District:

Du Bois

Holden (U)

St. Johns

Tamaroa

Du Quoin

Pinckneyville

Sunfield (U)

Sparta District:

Ava

Evansville

Preston

Sparta

Baldwin

Marissa

Red Bud - Suburban

Steeleville

Campbell Hill Clarmin (U) Modoc (U) Oakdale (U) Reily Lake (U) Renault (U) Swanwick (U) Tilden

Coulterville

Percy

Ruma

Walsh (U)

Cutler Ellis Grove Prairie du Rocher

Schuline (U)

Willisville

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Standard Bill Form Bill Form - Definitions

Disconnect Notice

1. AVAILABILITY

- **A.** Service under this Service Classification is available to any Customer located in Company's Service Area provided:
 - (1) the Customer is eligible for Delivery Services in accordance with the Public Utilities Act, and orders of the Commission;
 - that, in order to receive Metering Services from a Metering Services Provider (MSP), the non-residential Customer is taking Delivery Services from Company under this Electric Delivery Services Schedule for all of Customer's electric power and energy requirements flowing through the metering point for which Customer desires the Metering Service from an MSP;
 - (3) that the Customer, Customer Self-Manager (CSM) or Customer's Retail Electric Supplier (RES) has designated a Transmission Service Agent (TSA) to act on Customer's behalf, and the TSA has arranged for sufficient Transmission Service to accommodate Customer's load;
 - (4) that a Customer that has returned to Bundled Service from Delivery Services will not again be eligible for Delivery Services for 12 months;
 - (5) that service under this Schedule is subject to the Company's rules and regulations, applying to electric service;
 - (6) that, if Customer's Distribution Capacity to be served under this Schedule is 3 MW or greater, Customer either (i) installs at Customer's expense, or leases from Company, all facilities and equipment necessary to transform the voltage and accept delivery at Company's available Supply Line Voltage, or (ii) pays the applicable transformation charge in SC 110 Commercial and Industrial Service;
 - (7) that a Customer that has returned to Company supplied Metering Services from MSP supplied Metering Services will not again be eligible for service from a MSP for 12 months.

2. NATURE OF SERVICE

- A. Company provides the following services to Customer under this Schedule as to electric power and energy delivered by a CSM or Customer's RES to Company's transmission system for delivery to Customer. These same services are provided if Company is providing Customer electric power and energy under its Riders PPO, ISS, and PRS.
 - (1) Distribution to Customer of electric power and energy delivered to Company;
 - (2) Reactive power correction supplied from distribution equipment;
 - (3) Metering, unless Customer elects to obtain Metering Services from a Metering Services Provider (MSP);
 - (4) Billing services subject to the provisions of Section 8, "Billing and Payment";
 - (5) Transmission Service as described in the applicable Open Access Transmission Tariff (OATT).

3. SERVICE OPTIONS

A. Electric Power and Energy Options

- (1) A Customer may arrange to purchase power and energy from a RES or as a CSM. The Company shall deliver the power and energy to the Customer in accordance with this Schedule.
- (2) The Company shall make power and energy services available to eligible non-residential Customers who are paying a transition charge, pursuant to Rider PPO. The Company shall deliver the power and energy purchased by the Customer under Rider PPO in accordance with this Schedule.
- (3) When a Customer seeks to receive service from the Company without giving the proper notice pursuant to this Schedule, such Customer shall be permitted to purchase electric power and energy from the Company pursuant to Rider ISS.
- (4) Eligible non-residential Customers may split their power and energy requirements between the Company under Rider PRS and its remaining power and energy requirements from a RES or under Rider PPO.

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DELIVERY SERVICES CUSTOMER TERMS AND CONDITIONS

В. **Metering Options**

- (1)Company will provide Metering to Customer if Customer is not taking Metering Service from an MSP.
- (2)Any non-residential Customer taking Delivery Services from the Company under this Schedule is eligible to purchase Metering Services from an MSP.

C. **Billing Options**

A RES may elect to issue a single bill to its Customer for both the power and energy provided by the RES and for the Delivery Services rendered by the Company. If the RES elects not to issue a single bill, the Company will bill Customer only for services provided by the Company.

DEFINITIONS 4.

Note: (U) behind a term designates that this definition was developed in ICC sponsored workshops, to be used uniformly in delivery service tariffs in Illinois.

Act (U)

See Public Utilities Act.

Activation Date

Activation Date means either (i) the date upon which Customer's electric power and energy service from a Retail Electric Supplier or from Company under Rider PPO will begin, or (ii) the date upon which Customer's Metering Services from a Metering Services Provider will begin, as applicable.

Ancillary Services or Ancillary Transmission Services (U)

Ancillary Services means the ancillary services provided for in the OATT that the Federal Energy Regulatory Commission requires either be provided or offered to a Customer taking the delivery component of Transmission Service.

Alternative Retail Electric Supplier or ARES (U)

Alternative Retail Electric Supplier or ARES has the same meaning as Alternative Retail Electric Supplier stated in Section 16-102 of the Act.

Applicant

Applicant means any person, or authorized agent acting on behalf of the Applicant, who has applied for Utility Service consistent with Company's Tariffs. Applicant may include, but is not limited to, a developer, property manager or sub-divider of property for sale or lease to others.

Bundled Service (U)

Bundled electric service means service that includes electric power and energy, transmission, distribution, and related services provided by the Company under ILL C.C. Schedule No. 31 on file with the Commission.

Business Day

Business Day means Monday through Friday excluding the following holidays: New Year's Day, President's Day, Good Friday, Memorial Day (observed), July 4, Labor Day, Thanksgiving Day, day after Thanksgiving, and Christmas Day.

Commission or ICC (U)

Commission or ICC means the Illinois Commerce Commission or any duly constituted successor to the Commission.

Company (U)

Company means Illinois Power Company or AmerenIP.

Customer or Retail Customer (U)

Customer means any retail Customer as defined in Section 16-102 of the Public Utilities Act legally receiving service at a premises or whose facilities are connected for utilizing service at the premises.

Customer Self-Manager or CSM (U)

Customer Self-Manager or CSM is a nonresidential retail delivery services Customer meeting certain requirements as stated in the Company's tariffs that manages the procurement and use of its own supply of electric power and energy and use of delivery services.

Customer Transition Charge or Transition Charge (U)

Transition charge or Customer transition charge means a charge expressed in cents per kilowatthour that is calculated for a Customer or class of Customers for each year in which the Company is entitled to recover transition charges, as provided in Sections 16-102 and 16-108 of the Act.

Delivery Point or Point of Delivery

Delivery Point or Point of Delivery means the point at which Company's lines or equipment connect to the lines or facilities owned or rented by Applicant or Customer from Company provided by a Metering Service Provider for the Customer, without regard to the location or ownership of transformers, substations or meters, unless otherwise provided for by written contract or these Tariffs.

Delivery Services or DS (U)

Delivery Services means those services that are provided by the Company that are necessary in order for the transmission and distribution systems to function so that retail Customers located in the Company's Illinois service area can receive electric power and energy from suppliers other than the Company, and shall include, without limitation, standard metering and billing. Company's Delivery Services are set forth in Ill. C.C. Schedule No. 36.

Delivery Voltage

Delivery Voltage is the voltage of lines at the Point of Delivery where Company's lines connect to the lines or facilities owned by Customer or metering facilities provided by a Metering Services Provider for the Customer. For purposes of defining Delivery Voltage, facilities rented by Customer from Company are considered the same as facilities owned by the Customer.

Demand

The highest average load in kilowatts during any period of fifteen consecutive minutes during the interval between regular monthly meter readings adjusted for energy losses as necessary.

Direct Access Service Request or DASR (U)

Direct Access Service Request or DASR means a request used by the Company, CSMs, RESs and MSPs to process switching and certain other requests.

Distribution Capacity

Distribution Capacity equals Customer's highest Maximum Demand during the twelve consecutive billing periods ending with the current billing period. For Customer without twelve consecutive billing periods of measured Maximum Demand at Customer's current Premises, Distribution Capacity during Customer's first twelve billing periods may not be less than the initial Distribution Capacity as agreed to by Company and Customer.

Enrollment DASR

Enrollment DASR means a Direct Access Service Request to begin electric power and energy service from a Retail Electric Supplier, or Metering Services from a Metering Services Provider, by a requested Activation Date.

IFC Charges

IFC Charges means Instrument Funding Charges or equivalent amounts billed by Company as servicer pursuant to a transitional funding order of the Commission.

IFC Payments

IFC Payments means payments of IFC Charges by a Customer.

Interim Supply Service or ISS (U)

Interim Supply Service or ISS means electric power and energy service provided by the Company on a short-term interim basis to delivery services Customers that have lost their source of supply in the circumstances and under the terms and conditions described in the Company's Interim Supply Service tariff.

Interval Metering

Interval Metering is a device or collection of devices installed at Customer's Premise capable of collecting electric use data in precise time increments for the determination of energy consumption and demand.

Lagging Reactive Demand

Lagging Reactive Demand is the flow of reactive power in kilovars (kvar) from Company's system to Customer's facilities in any 15-minute period, adjusted for energy losses as necessary.

Letter of Agency or LOA (U)

Letter of Agency or LOA means a document, as described in Section 2EE(2) of the Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505/2EE(2)), provided by a Customer to the Retail Electric Supplier or Metering Services Provider to authorize that RES or MSP to change or provide certain services for such Customer.

Maximum Demand

Maximum Demand is the maximum integrated kW demand delivered during any 15 minute period in the billing period, adjusted for energy losses as necessary.

Metering Services (U)

Metering Services means the functions specified in 83 Illinois Administrative Code Part 460.

Metering Services Provider or MSP (U)

Metering Services Provider or MSP means a retail provider of unbundled metering services, other than the Company, certified by the ICC and authorized to engage in the provision of Metering Services to eligible retail Delivery Services Customers in the Company's Service Territory.

Metering Voltage

Metering Voltage is the voltage of lines at the point of connection of Company's metering equipment or Metering Services Provider's metering equipment used for measuring electric energy delivered by Company to Customer for billing purposes.

Off-cycle Switching (U)

Off-cycle Switching means an eligible Customer switches to a different provider of electric power and energy supply services with such switch effective on a date other than on the Company's normally scheduled meter reading or billing cycle date.

Off-Peak Period or Off-Peak

Off-Peak Period or Off-Peak is the 13 consecutive hours commencing at 9:00 p.m. and ending at 10:00 a.m. on weekdays, all hours on the weekends and all hours on New Year's Day, Good Friday, Memorial Day (observed), July 4, Labor Day, Thanksgiving Day, Christmas Eve Day and Christmas Day.

On-Peak Period or On-Peak

On-Peak Period or On-Peak is all hours not in the Off-Peak Period.

Open Access Transmission Tariff or OATT (U)

Open Access Transmission Tariff or OATT means all tariffs on file with the Federal Regulatory Energy Commission (FERC) applicable to transmission service.

Power Purchase Option Capacity or PPO Capacity

Power Purchase Option Capacity or PPO Capacity means the maximum amount of energy Company is obligated to supply to Customer in any hour as specified in Customer's contract(s) for PPO Service.

Premise or Premises

Premise or Premises means a physical area that, except for any intervening public or private right of way or easement, (a) constitutes a single parcel or unit, and (b) a single Customer owns, uses or in which it has some other interest in connection with receiving Utility Service at one Point of Delivery.

Public Utilities Act or Act (U)

Public Utilities Act or Act means the Illinois Public Utilities Act, 220 ILCS 5/1-101 et seq.

Retail Electric Supplier or RES (U)

Retail Electric Supplier or RES means either:

Date of Filing,

- (i) an Alternative Retail Electric Supplier (ARES), as long as it remains certified by the ICC pursuant to the Public Utilities Act, authorized to provide electric power and energy supply services in the Company's service territory (or service area); or
- (ii) an Illinois electric utility other than the Company, providing service in Company's service territory (or service area).

Service Area or Service Territory (U)

Service area as defined in Section 16-102 of the Public Utilities Act (220 ILCS 5/16-102), is the boundaries of which may be modified by Commission approval pursuant to the Electric Suppliers Act (220 ILCS 30/1 et seq).

Single Billing (SBO) (U)

Single billing means that a Delivery Services Customer's RES issues a single bill that contains the charges for the services provided by both the RES and the Company.

Small Commercial Retail Customer (U)

Small Commercial Customer means those nonresidential retail Customers of the Company consuming 15,000 kilowatt-hours, or less, of electricity annually.

Supply Line Voltage

Supply Line Voltage is the voltage of transmission or distribution lines used for delivery of electric energy to Customer's Premises before the connection of transformers.

Termination Date

Termination Date means the date upon which Customer's electric power and energy service from a Retail Electric Supplier or Customer's Metering Service from a Meter Service Provider, if applicable, will end.

Transmission Service (U)

Transmission Service means the services identified as transmission services in the applicable tariffs on file with the Federal Energy Regulatory Commission (FERC) for the provision of transmission services within the Company's service territory.

Unbundled Service (U)

Unbundled service means a component or constituent part of a tariffed service that the electric utility subsequently offers separately to its Customers.

5. APPLICATION FOR AND COMMENCEMENT OF SERVICES

A. Application for Service

Any person, firm or corporation whose premises are adjacent to the Company's lines can obtain service by making application in the manner regularly in use at the time. A separate application shall be made for each location. When a written service agreement is required by the Company, it shall be signed by the Customer or by its duly authorized agent and accepted by the Company before service is supplied. No employee or agent of the Company has the power to amend, modify, alter, or waive the rules and regulations contained herein, or to bind the Company by making any promises or representations not authorized in this Schedule.

B. Enrollment for Delivery Services

A Customer eligible to receive Delivery Services pursuant to Illinois law and desiring to take Delivery Services under this Schedule must either enroll with a RES by entering into a Letter of Agency for power and energy, notify the Company of its election to purchase energy services from the Company pursuant to Rider PPO or Rider PRS, or become a CSM.

C. Enrollment for Metering Services

A Delivery Services Customer desiring to take metering services from an MSP must enroll with an MSP by entering into a Letter of Agency for metering services.

D. Letter of Agency

(1) RES and MSPs are required to obtain a signed Letter of Agency (LOA) from each Customer it intends to serve. The RES or MSP uses the LOA to process the switch of service providers. Information contained on the LOA should be sufficient to ensure that the Customer wishes to change from one service provider to another and must contain the following additional information.

- (a) Signature of the Customer;
- (b) Date of the agreement;
- (c) Customer of record;
- (d) Service address:
- (e) Mailing address;
- (f) Daytime and evening telephone numbers;
- (g) Account number of the delivery services company;
- (h) Meter number; and
- (i) Name of delivery service company.
- (2) The following information should be disclosed in the terms and conditions of the LOA:
 - (a) The rate charged by the RES or MSP and the statement that the rate is for the supply and/or metering, not Delivery Services;
 - (b) Customer signature on the LOA authorizing the RES or MSP to receive historical and on-going usage data from the Company;
 - (c) Unless otherwise agreed, all electric service associated with this account number will be switched:
 - (d) The charge assessed by the RES or MSP for switching suppliers; and
 - (e) Additional charges that may apply (e.g., Company switching fees).
- (3) The terms and conditions listed above should contain language indicating that by signing the LOA, the Customer agrees to the terms and conditions. The LOA should be detachable and mailed to the RES or MSP, allowing the Customer to retain a copy of the terms and conditions. The RES or MSP must keep all signed LOAs on file.

E. Customer Notification

Upon receipt of a valid switch request, the Company shall notify the Customer in writing of the pending switch and effective switch date. If the Customer has an objection to the pending switch, Customer must notify the Company at least two business days prior to the effective date of the switch. If the Customer objects to the switch at least two days prior to the effective date, the switch request will be rescinded by the Company.

F. Conflict Between Switch Requests

The Company shall accept and process the first switch request for the Customer that it receives for a particular billing period. All other switch requests for that period will be rejected without Customer notification.

G. Effective Date of a Switch to a RES

A RES shall initiate a switch by submitting a valid Direct Access Service Request (DASR) to be effective as agreed to in the LOA. The DASR may be submitted any time between seven (7) and forty-five (45) calendar days prior to the requested effective date. A standard switch request will take place on the next scheduled meter reading date. An Off-cycle Switch request will become effective on the requested effective date provided by the RES or the next available switch date. The Company shall send a response DASR to the RES confirming the request and switch date. A DASR submitted less than seven (7) or more than forty-five (45) calendar days prior to the requested effective date shall be rejected. A DASR that does not specify an effective date shall be made effective on the first scheduled meter reading date that occurs more than seven (7) calendar days after the submittal of the DASR, if no other switch is pending. A switch shall always be effective at midnight at the beginning of the effective date.

H. Effective Date of a Switch to an MSP

An MSP shall initiate a switch by submitting a valid Direct Access Service Request (DASR) to be effective as agreed to in the LOA. The DASR may be submitted any time between seven (7) and forty-five (45) calendar days prior to the requested meter exchange date. A DASR that does not specify an exchange date will be rejected.

Meters may only be exchanged in a period beginning five (5) business days after the scheduled meter reading date and ending five (5) business days prior to the next scheduled meter reading date. Exchanges involving interval data recorders must be scheduled with the Company. The Company shall send a response DASR to the MSP confirming the request and informing the MSP of the next available meter exchange date. A DASR submitted less than seven (7) or more than forty-five (45) calendar days prior to the requested meter exchange date shall be rejected. Where appointments with Company metering personnel are required for the exchange, Company will endeavor to complete the meter exchange on the requested date. In the event of a meter installation or other work backlog, Company will provide notice of the Metering Services backlog or the next available meter exchange date. A switch of metering services shall always be effective upon meter exchange.

I. New Customers Selecting a RES

The Company shall permit Customers initiating new service in its Service Area to select its RES and/or receive Delivery Services as of the effective date of its initial service. The Customer's RES must submit a DASR to the Company in order to provide electric power and energy service at least three business days prior to the effective date of the initial service. Otherwise, the Customer shall receive bundled service from the Company.

J. New Customers Selecting an MSP

The Company shall permit Customers initiating new service in its Service Area and electing Delivery Services to select its MSP as of the effective date of its initial service. The Customer's MSP must submit a DASR to the Company in order to provide electric metering service at least three business days prior to the effective date of the initial service. Otherwise, the Customer shall receive metering services from the Company under this Schedule.

K. Transmission Services

The Transmission Service Agent (TSA) must have a Transmission Service Agreement with the Transmission Service Provider (TSP) in compliance with the applicable OATT to enable it to receive Transmission Service and Ancillary Services from the TSP. The TSA must comply with all of the terms of the applicable OATT, including but not limited to the requirements for reserving Transmission Service. The TSA must also comply with all business practices that the TSP adopts in accordance with the applicable OATT.

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DELIVERY SERVICES CUSTOMER TERMS AND CONDITIONS

L. Assignment

No agreement for service may be assigned or transferred without the written consent of the Company. This restriction or assignability of delivery services does not apply to the purchase of power under Rider PPO.

Μ. **Resale of Delivery Services**

The Company will not furnish Delivery Services for resale in any instance, except by and with the Company's written consent.

N. Redistribution

Redistribution of electrical energy is prohibited except at those locations where redistribution is a continuation of the practice in effect prior to April 23, 1961, or is consistent with the provisions set forth in 83 Illinois Administrative Code Part 410.

"Redistribution" shall mean the furnishing of electricity by Customer to a third person or persons in exchange for a benefit, a promise, or other consideration under conditions which do not constitute resale.

RATES AND CHARGES 6.

A. **Delivery Services Rates**

All Customers taking Delivery Services from Company must be on a Delivery Service (DS) Rate. Customers will be eligible for one DS rate as further described in the Availability sections of the DS Schedule. The available DS tariffs are referenced below and may be found on the applicable sheets of this Schedule.

<u>Rate</u>	<u>Description</u>
SC-110	Residential Service (DS-1)
SC-110	Small Use General Service (DS-2)
SC-110	Commercial and Industrial Service (DS-3)
SC-110	Unmetered Service
SC-110	Outdoor Area Lighting Service
SC-110	Municipal Street Lighting Service

Customers shall, where applicable, be billed under the provisions of the following or any other provisions that may be applicable

Rider TC - Transition Charge Rider 1 - Miscellaneous Fees and Charges Municipal Tax Additions State Tax Additions

Electricity Infrastructure Maintenance Fee Rider EEA - Adjustment. For Incremental Costs of Environmental Activities Rider IFC - Instrument Funding Charge Rider IML - Interval Metering Lease Supplemental Customer Charges

В. Selection of Delivery Service Classification

Company will make a reasonable effort to provide Customer with any necessary information relating to applicable Electric Rate Schedules. When more than one service classification is applicable, the selection of a service classification is the responsibility of Customer. Company does not guarantee that Customer will be served under the most advantageous service classification at all times and is not responsible to notify Customer of the most advantageous rate. No refunds will be issued for the cost difference when multiple service classifications are applicable. Company reserves the right to change Customer's Service Classification when Customer is taking service under a classification under which Customer is not entitled to take service

C. **Electric Power and Energy Options**

Customers have several options for their supply of power and energy. Rates and charges for such options are listed below.

- (1)RES supplies power and energy – Customer's charges from RES will be determined by the contract between the Customer and the RES.
- Rider PPO Power Purchase Option Service If Customer is being supplied (2) power and energy by Company under this rider, charges will be calculated based upon Rider PPO and Rider MVI II, of this Schedule.

- (3) Rider ISS Interim Supply Service If Customer is being supplied power and energy by Company under this rider, charges will be calculated based upon Rider ISS of this Schedule.
- (4) Rider PRS -Partial Requirements Service If Customer is being supplied power and energy from both a RES and Company under this rider, the charges from Company will be calculated based upon Rider PRS and Rider PPO of this Schedule. Customer's charges from RES will be determined by the contract between the Customer and the RES.

D. Metering Options

Delivery Services non-residential Customers have two options for Metering Services. Customers may elect to receive Metering Services from either the Company or from a Metering Services Provider (MSP). Rates and charges for such options are listed below.

- (1) Company Metering Services Customer will be charged the fixed monthly Metering Charge from the applicable DS rate sheet as described in Delivery Services Rates above. In addition, certain non-standard metering charges (Other Meter Charges) as set forth in Rider 1 and/or Rider IML, shall apply, where applicable.
- (2) MSP Metering Services Customer's charges will be determined by their contract with RES or MSP.

E. Billing Options

Customers have two options for the method of billing from Company and RES. Rates and charges for such options are listed below.

- (1) RES does not provide Single Billing Customer's charges for billing costs are included in the monthly Customer Charge.
- (2) RES provides Single Billing Customer will be issued a Single Bill Option (SBO) Credit as detailed in Rider 1 of this Schedule. Customer's charges from the RES for Single Billing will be determined by their contract with that RES.

A RES shall not provide billing of the Company's delivery services for any retail Customer for which there is a past due unpaid balance for bundled tariffed services provided by the Company to such Customer, unless such Customer has a legitimate billing dispute regarding such past due unpaid balance.

7. METERING

A. Meters

Company will own, furnish, install, calibrate, test, and maintain all meters and all associated equipment used for retail billing and settlement purposes in its service area. In the event that the non-residential Customer arranges for an MSP to provide its metering and metering services, the MSP shall provide all services in accordance with the Delivery Services Supplier Terms and Conditions of this Schedule.

B. Meter Reading

Company will continue to read its own meters in its service area. The MSP shall be responsible for reading its meters and for providing the meter readings to the Company in accordance with the Delivery Services Supplier Terms and Conditions of this Schedule.

C. Metering Requirements

The Company will not require a Customer to take additional metering or metering capability as a condition of taking Delivery Services unless the Commission finds, after notice and hearing, that additional metering or metering capability is required to meet reliability requirements. In the event that additional metering or metering capability is required, the Customer or the Customer's RES may arrange for such metering or metering capability through either the Company or through an MSP.

D. Request for Interval Metering

The Customer or its RES may request that interval meters be installed for Customers by the Company at the Customer's expense. In this case, Company will own, furnish, install, calibrate, test, maintain, and read meters used for billing and settlement purposes. Charges are included in Rider 1 and/or Rider IML – Interval Metering Lease, of this Schedule. A Customer or its RES, with authorization from its Customer, may arrange to have an MSP provide interval metering, pursuant to the terms of the Delivery Services Supplier Terms and Conditions of this Schedule.

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Ε. Right to Select MSP

A non-residential Customer may select an MSP to provide their metering services and receive all remaining Delivery Services from the Company under this Schedule. The MSP shall make the selection and election on behalf of the Customer by the submittal of a DASR to the Company. The MSP shall submit the DASR as required in this Schedule. The selection shall not be made in any other manner than through a DASR submitted by the MSP. The Company shall rely on the representation made by the MSP that its Customer has selected the MSP.

8. BILLING AND PAYMENT

A. **Customer Deposits**

The Company may require the Customer to make a reasonable deposit at any time to secure the prompt payment of bills in accordance with the rules and regulations of the Illinois Commerce Commission, and may require from time to time a reasonable increase in said deposit as may be warranted by Customer's use. The Company will also, pursuant to 83 Illinois Administrative Code Part 280.50, use a credit scoring system in the determination of whether a deposit will be billed to applicants for residential service. If the credit score of the applicant for residential service does not meet or exceed the predetermined minimum, a deposit will be billed. The Company will not require a deposit based on a credit scoring system if the applicant for residential service is eligible for the Low Income Home Energy Assistance Program (LIHEAP) or provides proof of identity fraud. The Company will provide the "toll free" phone number and contact information of the appropriate credit agency to any customer that is billed a deposit based on the customer's credit score.

В. **Billing for Service**

All bills will be based on the actual readings by the Company where Company provides metering or on actual readings by the MSP where the MSP provides readings. Where actual readings are unavailable, bills will be based on estimates of Customer's usage. All bills shall be in accordance with the rates and charges attached herein, and will be computed monthly in accordance with the Company's meter reading schedule.

Where a Customer's load is abnormally affected due to an act of God, accident, fire, flood, explosion, or any other cause not reasonably within its control, as demonstrated to the satisfaction of the Company, the Company will allow a Customer credit based on its kilowatt billing demand or other charges otherwise applicable during the current or succeeding months in consideration of the particular circumstances in each such case; provided, however, that any credit arising from such event shall not exceed fifty percent (50%) of customer's billing on a monthly basis, before tax and other adjustments, if any.

If Customer shall have been required for any reason to execute a written contract, and if Customer, due to an accident, fire or flood not caused by Customer, is required to reduce its use of electric energy for a period of not less than 10 days, and Company is promptly notified in writing, Customer may be entitled to a prorata rate reduction in the monthly billing charges for the period. In case temporary curtailment of service exceeds one full billing month, such Customer may be billed under any other applicable service classification if more advantageous to Customer.

C. Payment of Bills

(1) Non-SBO Delivery Service Customers Payment Period - Customer's bills will be rendered at monthly intervals bearing the date the net payments are due, namely not less than 21 days after distributed to residential Customers and not less than 14 days after distributed to non-residential Customers except as provided in this Section. Company will assess a late payment charge of 1.5% per month on any amount billed for service and considered past due, including amounts previously past due. The late payment charge is not in lieu of, and will not affect, Company's right to collect reasonable interest if Customer fails to pay charges when due and payable.

Company will, in accordance with Part 280, extend the date payment is due for residential Customers by up to 10 days. Company may re-certify residential Customers annually to insure they still qualify for the 10-day extension.

Once in every 12 month period, Company will automatically waive the late payment charge of 1.5% on residential bills for Utility service paid after the due date as provided in Part 280.

Except as provided in 30 ILCS 540/1 et seq., Company will not assess a late payment charge on amounts Federal or State Governments owe for Utility Service until 45 days from the date a bill is issued.

Except as provided in 50 ILCS 505/1 et seq., Company will not assess a late payment charge on amounts county, township, municipality, municipal corporation, school district, school board, forest preserve district, park district, fire protection district, sanitary district or other local governmental units owe for utility service until 62 days after the date a bill is issued. Company will assess a late payment charge of 1% per month on amounts due for utility service from the local governmental customers after 62 days.

(2) RES Acting As Payment Agent For Delivery Service Customers - A RES acting as payment agent for Delivery Services Customers ("SBO Agent"), is required to forward to Company any payments received from its Customers for Delivery Services. The RES must provide remittance of net payment to Company within twenty-two (22) days (fifteen (15) days for non-residential) from the date that the RES received the bill from Company. The Customer retains ultimate financial responsibility to Company for the delivery services bill. Additionally, the RES shall be subject to the applicable terms and conditions of the Company's Delivery Services Supplier Terms and Conditions.

The Company shall treat any act or failure to make payment of any bill on the part of the RES acting as an SBO Agent as an act or failure of its Customer. The Company may enforce the terms of this Schedule against the Customer for any act or failure of the RES as if the act or failure had been that of the Customer. A failure on the part of the RES to transmit payments properly made by the Customer to the RES shall not relieve the Customer of its obligation to pay for Delivery Services provided under this Schedule. The RES shall not take any action that shall compromise the Company's rights to proceed against the Customer under this Schedule for the Customer's failure or the RES's failure to comply.

(3) RES Acting As Payment Guarantor For Delivery Service Customers – A RES acting as the financially responsible party ("SBO Guarantor") for Delivery Services bills rendered by Company shall be subject to the applicable terms and conditions of the Company's Delivery Services Supplier Terms and Conditions. The RES must provide remittance of net payment to Company within twenty-two (22) days (fifteen (15) days for non-residential) from the date that the RES received the bill from Company.

D. Payments and Late Payments

Failure to receive a bill shall in no way exempt a Customer or RES from the provisions set forth herein. Payments received by mail shall be deemed timely if received by the Company not more than two (2) full business days after the due date printed on the bill. Payments physically delivered to the Company shall be considered as having been received as of the date received by the Company or its authorized agent. Payments made by any form of electronic medium shall be considered as having been received as of the date the funds are electronically deposited to the Company's account. In the event payment is not received by the last date for payment except as herein provided, a late payment charge equal to one and a half (1 ½) percent per month will be assessed on any amount considered past due, including balances subject to a "Deferred Payment Agreement".

E. Charge for Dishonored Checks

A charge of \$10.00 will be assessed on any negotiable instrument returned by a bank, savings institution or other institution, which is returned by that institution for one or more of the following reasons:

(1) not sufficient funds (NSF)

F. Bill Form and Definitions

The Standard Bill Form is shown in Appendix A. Pursuant to 83 Ill. Adm. Code Part 410 the Company is required to provide certain information to its Customers. A facsimile of the reverse side of the bill form which shows definitions of abbreviations and technical words is shown in Appendix A.

G. SBO Credit

For Customers electing the SBO option, an SBO credit shall appear on all Delivery Services bills rendered by Company and shall be passed along to Customers of the RES.

9. TECHNICAL AND OPERATIONAL REQUIREMENTS

A. Type of Service

Electric service on the Company's system is sixty-cycle alternating current provided at either primary, secondary or higher service voltages. The Customer may not receive any other type of service from a RES.

B. Non-Standard Forms of Service

Non-standard (optional) forms of service shall include all services where the phase and/or voltages are other than the Company specified "standard" phase and voltage(s). Such non-standard services shall be available to applicants/Customers in, but not limited to, instances where a) only "non-standard" service facilities are in-place at, or near, the requested service location; b) the applicant/Customer agrees to accept the requested service under the applicable Rates, Riders, and/or Terms and Conditions provisions setforth in this Schedule; or c) the Company determines that, in accordance with its standard engineering practices and/or for economic reasons, such service shall be made available to Customer as a "standard" form of service. In each case the Customer will be advised by the Company of the voltages and phases available to the Customer and the charges, if any, relative thereto as set forth in the Non-standard Service Charges section of this Schedule.

C. Permits and Inspection Fees

The Customer shall secure and pay for all permits, required by constituted authorities, for the installation and operation of the electrical wiring and other electrical equipment on the premises.

D. Requirements of Customer's Load

- (1) All of Customer's lighting equipment, motor driven equipment, apparatus, and appliances shall have such characteristics or be equipped with corrective devices so as to enable Company to maintain a satisfactory standard of service. In the case of high motor starting current, violently fluctuating or intermittent loads, etc., Company reserves and shall have the right to require Customer to install, at Customer's own expense, apparatus to correct the objectionable conditions.
- When a separate or oversized substation or transformer must be installed specifically to eliminate the effect of the objectionable load characteristic from the distribution system which would otherwise have the capacity to supply a normal load of the same size, or where separate transformers and/or service are installed at Customer's request to supply any apparatus which is sensitive to voltage, the cost of such substation or transformer is considered as the corrective device under (1) above and shall be paid by Customer as prescribed in (5) below.

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DELIVERY SERVICES CUSTOMER TERMS AND CONDITIONS

- Customers which have a Distribution Capacity of 1000 KW or more will be (3) subject to Reactive Demand charges.
- (4) When a Customer fails to install the necessary facilities on its premises to correct the objectionable conditions of its load, or to prevent such objectionable conditions from interfering with Company's supply of satisfactory service to other Customers, Company shall have the right to deny service to such Customer until the objectionable condition shall have been corrected in a manner satisfactory to Company.
- (5) When corrective equipment is required and is installed by Company on its distribution system to correct any of the aforesaid objectionable conditions, Customer shall pay the total installed cost of all facilities under the provisions of Non-Standard Service Charges, herein.

Ε. Access to Premises

The Company shall have the right of access to the Customer's premises at all reasonable times for the purpose of inspecting the Customer's electrical installation, the installing, reading, inspecting and repairing of Company's meters, devices or other equipment used in connection with its supply of electricity, the determination of Customer's connected electrical load, the removal of Company's property, and for all other proper purposes. The MSP, if any, designated by the Customer shall have these same rights of access to its metering facilities.

F. **Owner's Consent to Occupy**

In case the Customer is not the owner of the premises or of intervening property between the premises and the Company's lines, the Customer shall obtain from the property owner or owners the necessary consent and right of way easements when required to install and maintain upon, in or over, and remove from said premises (and intervening property) all electrical equipment necessary or convenient for supplying electricity to the Customer.

G. Energy Losses

All Delivery Services Customers are responsible for procuring enough electric power and energy to account for losses occurring during delivery of electricity to Customer over the Company's distribution system. The energy loss factors applicable to Customers' loads are as shown in Customer's applicable rate schedule contained herein.

H. Loss of Service From RES

- (1) RES' Failure to Deliver. The Customer and its RES shall be responsible for delivering power and energy necessary to meet the Customer's load to the Company's transmission system or the Company's distribution system. In the event the Customer and/or its RES fail to deliver power and energy to the Company's transmission system or distribution system for any reason, the Customer may be required to curtail its load at the direction of the Company or its RES, if the Company is unable to arrange for power and energy to meet the Customer's demand.
- (2) Suspension or Revocation of a RES's Rights. A RES may have its rights to conduct business as a RES in the State of Illinois revoked or suspended. In addition, the Company may suspend a RES's service under the Delivery Services Supplier Terms and Conditions for violations of the Delivery Services Supplier Terms and Conditions. Upon the effective date of any suspension or revocation of the RES's rights, the Company shall cease to provide service to the RES. The Company shall provide power and energy services to the RES's Customers pursuant to Rider ISS. The Company shall notify the Customer of its rights and obligations to select a new RES or select service under an applicable tariff.

10. SWITCHING SUPPLIERS AND RETURNING TO BUNDLED SERVICE

A. Switching to a RES

An eligible customer may switch from the Company to a RES or from one RES to another RES by authorizing the RES to submit an enrollment DASR on behalf of the Customer. The Customer's LOA authorizes the RES to submit a DASR. The DASR must be submitted in accordance with the Delivery Service Supplier Terms and

Conditions. The Company shall rely on the representation made by the RES that the Customer has selected the RES. If the DASR is accepted, the Company shall notify the Customer in writing that the RES shall provide Customer's power and energy services and that the Customer will be provided Delivery Services by the Company. If the Customer fails to notify the Company of an objection to the change at least two (2) business days prior to the effective date, the Company shall provide Delivery Services to the Customer and shall accept the power and energy service from the RES on behalf of the Customer on and after the effective date. If the Customer does object, the DASR shall be rescinded by the Company and the Customer shall continue on its current service or may be placed on Rider ISS if their current service is terminating.

B. Off-Cycle Switching

A standard switch occurs on the Customer's scheduled meter reading date. The Customer may request an Off-cycle Switch on a day other than the scheduled meter reading date provided that the Company is providing Customer's Metering Services. To initiate an Off-cycle Switch, the RES will submit a DASR that indicates the Off-cycle Switch and the requested switch date. An Off-cycle Switch request will become effective on the requested effective date provided by the RES or the next available switch date.

C. RES Terminates Service to Customer

A RES may terminate its provision of power and energy to Customer by the submittal of a drop DASR. The termination shall become effective on the requested effective date, generally the next scheduled meter reading date, without regard to a Customer's objection of the termination. If a RES terminates service to a Customer and the Customer has no alternative source of power and energy service, the Company shall provide power and energy service to the Customer pursuant to Rider ISS.

D. Switch to the Company's Rider PPO - Power Purchase Option Service

A non-residential Customer may elect to receive power and energy services from the Company under Rider PPO – Power Purchase Option Service and receive delivery services under this Schedule. If the Customer so elects, it shall notify the Company in accordance with the terms of Rider PPO. The Company will notify the RES of the effective date of termination of its service.

E. Switching to an MSP

A non-residential Customer may switch from the Company's metering to an MSP or from one MSP to another MSP by authorizing the MSP to submit an enrollment DASR on behalf of the Customer. Customers LOA authorizes the MSP to submit a DASR. The DASR must be submitted in accordance with Company's Delivery Services Supplier Terms and Conditions. The switch will become effective on the next available meter exchange date.

F. MSP Terminates Services to Customer

An MSP may terminate its provision of metering services on behalf of its Customer by the submittal of a drop DASR. The termination shall become effective on the next available meter exchange date as established by the Company. If an MSP terminates service to a Customer and the Customer has no alternative source of metering services, the Company shall provide metering services to the Customer.

G. Termination of Delivery Services and Return to Bundled Service

- Customer may terminate Delivery Services under this tariff and return to Company's Bundled Service Schedule by providing Company at least thirty (30) days notice. A Customer receiving Delivery Services under this Schedule shall have the right to switch to any available Bundled Service tariff for which the Customer is eligible. The switch shall become effective on the date of the first scheduled meter reading after the thirty (30) day notice requirement has been met. The thirty (30) day notice requirement to return to Bundled Service cannot be rescinded.
- Off-cycle switching service may be used to return to Bundled Service on exactly 30-days notice. Customer failing to give the full thirty (30) day notice returning to Bundled Service will be placed on Rider ISS until the thirty (30) day notice period expires and Bundled Service begins.
- (3) If the Company is providing Metering Services, Customers (with either an interval meter or a non-interval meter) may request an Off-cycle Switch to return to Bundled Service. The Company shall make, on Customers' request, special meter readings in order to allow the Customer to comply with notice provisions and accomplish an Off-cycle Switch upon completion of the notice period.

(4) Following the switch to such Bundled Service, the Customer may not elect to receive Delivery Services under this Schedule for twelve (12) months. Customers other than residential and small commercial Customers may not switch to any Bundled Service tariff after receiving Delivery Services if the Company declares such Bundled Service tariff to be competitive. When a Customer returns to Bundled Service, the Customer shall forfeit its eligibility to acquire or continue unbundled Metering Services from an MSP.

H. Switching Fees

For all switches to a RES, MSP or Company's Riders ISS, PPO or PRS or Bundled Service, Customer will be charged a switching fee in accordance with the rate specified in Rider 1, Miscellaneous Fees and Charges.

11. CUSTOMER INFORMATION

A. Generic Information

Company will make available generic load shape information for each commercial and industrial customer rate class. This information will consist of weather adjusted load shapes by rate class, with one value per hour for 8,760 hours. The load shape information will be available via the Internet and will be provided in a downloadable format for ease of use by RES. In addition, Company will post on this site, historical usage data by hour for 8,760 hours for each of the sample meters to be used in the forecasting and load profiling process for settlement purposes. This data will consist of actual metered data (not weather normalized) and will be categorized by rate class. The data will be anonymous (no account or meter number provided) to ensure confidentiality. This data will also be downloadable. Failure by Company to provide sample meter data history shall not preclude the Company from using such sample meter data in the forecasting and settlement process. Nor shall the Company be precluded from adding, deleting or replacing sample meter data for use in the settlement process.

B. Customer Specific Information

A Customer or a RES may request Customer specific information that includes energy usage for the last 12 billing periods. The Company will provide the usage history upon receipt of a valid request for such information. Requests can be made via EDI, by contacting the Company Call Center or on the Company's web site, www.ameren.com.

C. Ongoing Usage Information

For each billing month that a Customer is enrolled with a RES, the Company will provide to the RES the monthly usage data for each Customer account. In the event that the Customer has designated an MSP for its metering services, the Company shall provide the monthly usage data after the Company has received such data from the MSP. For monthly consumption data, the Company will send data via EDI. For interval data, the Company will provide data via diskette or e-mail.

D. Customer Specific Billing Information

The Company will not release to the Supplier billed amounts in dollars or credit or payment history, except as noted below, where specific written authorization to release this information has been received from the Customer and presented to the Company. A Supplier, who has a signed authorization from the Customer and is acting as an authorized agent of the Customer, may request Customer specific billing and usage information. A signed standard LOA is not sufficient authorization for release of this billing and usage information. After the request has been validated, a historical billing and usage report will be mailed or faxed to the Customer's billing address or to the address specified by the agent. Interval data will be sent via diskette or e-mail.

E. No Release of Information

No Supplier or other person who has obtained Customer information provided by the Company shall release Customer information to any person other than the Customer, except as provided in Section 2HH of the Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505/2HH).

F. Customer Information Center

The Company will maintain and make available to Customers a list of suppliers that have been certified by the Illinois Commerce Commission and registered with the Company. The Company will maintain a customer call center where Customers can reach a representative and receive current information. The Company will periodically notify Customers on how to reach the call center.

G. Meter Attribute Information

With specific Customer approval, the Company will provide certain information on the Customer's Company-owned meter(s) to certified MSPs. Such information will include the number of meter(s), voltage and other pertinent information.

H. Non-discriminatory Provision of Information

In providing information to the Customer and the Supplier, the Company shall comply with the Illinois Commerce Commission's Order in Docket Nos. 98-0147 & 0148.

12. DISCONNECTION AND RECONNECTION

A. Discontinuance of Service

Only the Company shall have the right to discontinue its Delivery Services to any Customer and to remove its property from Customer's premises, after due notice for the following situations:

- (1) upon failure of a Customer to establish credit, or to adjust their cash deposit, or for non-payment of a delinquent bill owed to Company for the same class of service furnished to Customer at the same or another location as provided by 83 Ill. Adm. Code Part 280, or
- (2) upon failure of a Customer to comply with the Company's rules or terms and conditions pertaining to Customer's service, or
- (3) Meter Tampering as described in Section C below.

B. Seasonal Service Disconnects

When a Customer served under this Schedule makes only seasonal use of Delivery Services and requests the Company to:

- (1) disconnect the service, and where said service is left disconnected for fewer than 12 months, Customer shall pay to the Company at the time of reconnection an amount equal to the applicable monthly minimum charges times the number of months service was disconnected, plus a service reconnection charge.
- (2) disconnect the service and remove Company facilities, Customer shall pay to the Company at the time of reconnection the total cost to the Company of installing and removing said facilities, less salvage, if any.

C. Meter Tampering

The Company shall have the right to discontinue Delivery Services to any Customer and remove its property from Customer premises as provided for in 83 Ill. Adm. Code Part 280, where the Company or MSP discovers evidence of tampering with any meter or service wiring leading thereto, and where such tampering is for the purpose of reducing the registration of the Customer's electric consumption. A Customer's service so disconnected shall be reconnected after Customer has furnished satisfactory evidence of the compliance with Company's rules or terms and conditions and paid all service charges as hereinafter set forth:

- (1) all delinquent bills, if any;
- (2) the amount of any Company revenue loss attributable to said tampering;
- (3) expenses incurred by the Company in replacing or repairing the meter or other appliance or equipment and in the preparation of the bill;
- (4) a cash deposit, the amount of which shall not exceed the maximum amount determined in accordance with 83 Ill. Adm. Code Part 280, less the amount of any cash deposit which the Customer currently has on file with the Company.

D. Customer Notification

Prior to discontinuance of Delivery Services to a Customer for the same class of service furnished at the same or another location, the Company will, under the terms of 83 Illinois Administrative Code Part 280, mail to the Customer a Disconnect Notice in the form shown in Appendix A.

E. Supplier Notification

The Company may disconnect and discontinue Delivery Service to a Customer in accordance with the provisions set forth above.

- (1) The Company will electronically notify the Customer's RES as described below when:
 - (a) service has been disconnected, the day of, or next business day after, disconnection.
 - (b) service is disconnected and subsequently reconnected before the Customer's account has been discontinued, the day of, or next business day after, reconnection.
 - (c) service is discontinued. In those instances when a Delivery Services Customer is discontinued by the Company and subsequently is reconnected, such Customer shall be treated as a new Customer.
- (2) The Company will electronically notify the Customer's MSP when:
 - (a) service is discontinued. In those instances when a Delivery Services Customer is discontinued by the Company and subsequently is reconnected, such Customer shall be treated as a new Customer.

F. **Customer Reconnection**

A Customer's service so disconnected shall be reconnected after Customer has done the following:

- paid all delinquent bills, established credit and paid a service reconnection charge (1) as hereinafter set forth as provided by 83 Ill. Adm. Code Part 280, or
- (2) furnished satisfactory evidence of the compliance with Company's rules or terms and conditions and paid a service reconnection charge as hereinafter set forth.

G. **Service Reconnection Charge**

The Customer shall pay the following charges for the reconnection of Delivery Service:

(1) During regular working hours \$15.00

Outside regular working hours \$25.00 (2)

Company will, once in each calendar year, waive the reconnection charge (3) incurred due to disconnection of Delivery Services for reasons specified in Section 12A(1) above.

When any Customer requests that a connection of electric Delivery Services or a reconnection of electric Delivery Services, which has been discontinued for reasons other than those shown specified in 12A(1) and (2) above, be made outside regular working hours, a charge of \$25.00 will be made for such connection or reconnection.

13. DISPUTE RESOLUTION

The Company shall give its Customers under this Schedule an opportunity to voluntarily address disputes in a manner described in Commission rules.

14. MISCELLANEOUS GENERAL PROVISIONS

A. Tariffs Subject to Illinois Commerce Commission

All charges, Terms and Conditions, Riders and Tax Additions of the Company applicable to service supplied under this Rate Schedule are subject to approval, termination, change or modification by the Illinois Commerce Commission, to the extent permitted by law.

B. Limitation of Liability

The Company shall endeavor to provide service connections to new Customers within a reasonable time and to furnish continuous service to Customers attached to the Company's facilities but does not guarantee uninterrupted service and shall not be liable for any damages which the customer may sustain by reason of any failure or interruption of service, increase or decrease in energy voltage or change in character of energy, whether caused by accidents, repairs or other causes except when caused by gross negligence on its part; however, in no event shall the Company be liable for any loss by Customer of production, revenues or profits or for any consequential damages whatsoever on account of any failure or interruption of service or increase or decrease in energy voltage or change in character of energy; nor shall the Company be liable for damages that may be incurred by the use of electrical appliances or the presence of the Company's property on the Customer's premises. The Company shall not be responsible for any losses suffered due to the termination of service.

The Company is not responsible for the failure of any other party to perform. Further, the Company is not liable to the Customer for any damages resulting from any acts, omissions, or representations made by the Customer's agent or other parties in connection with soliciting the Customer for Delivery Service or performing any of the agent's functions in rendering Delivery Service. In no event shall a customer's agent be considered an agent on behalf of the Company.

The Company is not liable for any damages caused by the Company's conduct in compliance with or as permitted by the Company's Rates for Electric Service or other agreements.

The Company shall not be responsible for electric energy from and after the point at which it first passes to the wires or other equipment owned or controlled by the Customer, and Customer shall protect and save harmless Company from all claims for injury or damage to persons or property occurring beyond said point, except where injury or damage shall be shown to have been occasioned solely by the negligence of the Company. The Customer will be held responsible for all electrical energy used on the premises until notice of termination of service is received by the Company and Company or MSP shall have taken the final meter readings.

C. Non-Standard Service Charges

Customer may by agreement with Company engage Company to construct, maintain, or remove electrical facilities owned by Customer. Company shall charge Customer for all such work done on Customer's premises at rates which fully compensate Company for its labor, equipment and overheads.

Company may, by agreement with Customer, install, own and operate facilities for the purpose of providing service to such Customer which facilities are ordinarily owned, operated and maintained by Customer. Any such written agreements between Customer and Company shall specify the applicable charges

D. OATT

In its Order No. 888, the Federal Energy Regulatory Commission (FERC) concluded that if unbundled retail transmission in interstate commerce occurs as the result of a state retail wheeling program, the FERC has exclusive jurisdiction over the rates, terms and conditions of such transmission. The Customer or the Customer's RES shall obtain Transmission Service and all Ancillary Services exclusively pursuant to the rates, terms and conditions of the applicable OATT, on file with the FERC, and all of the Company's business practices adopted pursuant thereto. Any reference made herein to transmission or Ancillary Services described in the OATT should be considered as an interpretation or application of the terms of the applicable OATT to retail delivery services and are intended to be in compliance with the applicable OATT. In the event of a conflict between this Schedule or the Delivery Services Implementation Plan and the OATT, the OATT shall govern.

Electric Delivery Service Schedule Ill. C. C. No. 36

DELIVERY SERVICES CUSTOMER TERMS AND CONDITIONS

E. Continuity of Service

The Company will not be responsible for damages for any failure, interruption or reversal of the supply of electrical energy, increase or decrease in energy voltage, or change in character of energy from three phase to single phase, except when caused by fault on its part.

F. **Non-Discriminatory Access**

Delivery services shall be priced and made available to all Customers electing Delivery Services or Metering Services on a nondiscriminatory basis regardless of whether the Customer chooses the Company, an affiliate of the Company, or another entity as its supplier of electric power and energy or metering services, in accordance with applicable Commission Rules.

G. **Exclusive Service**

Except in cases where the Customer has a service agreement with the Company for reserve or auxiliary service, or for parallel operation, or has an agreement for the use of electric generating equipment which is utilized only in the event of interruption in the Company's service or purchases power and energy under the Company's unbundled power and energy tariffs, no other power and energy service shall be used by Customer on the same premise.

H. Renewal of Service Agreement

If upon the expiration of any service agreement for a specified term, the Customer continues to use the service, the service agreement (unless otherwise provided therein) will be automatically renewed for successive periods of one year each, subject to termination at the end of any service agreement year upon thirty (30) days prior written notice by either party.

I. Delivery Services Implementation Plan ("Plan")

The Company has described in the Plan the process and procedures by which it intends to offer Delivery Services and to insure an orderly transition and the continuance of reliable service. The Customer should also refer to the Plan, particularly the Customer Handbook, to help Customer understand its rights and duties under this Schedule.

The Company may add to or change the Plan from time to time as it deems appropriate to reflect the provisions of this Schedule. However, the Company shall not be held liable for any technical failure to comply with the terms of the Plan. In the event of any inconsistency between the Plan and this Schedule, this Schedule shall govern.

J. Customer's Wiring and Electrical Equipment

The Customer shall maintain his wiring and equipment in the condition required by the National Fire Protection Association and the properly constituted local authorities having jurisdiction. The Company disclaims any responsibility to inspect the Customer's wiring or equipment, and shall not be held liable for any injury or damage resulting from the condition thereof. The Company reserves the right to deny or to terminate service to any Customer whose wiring or equipment shall constitute a hazard to the Company's equipment or its service to other Customers.

K. Customer Owned Generation

A Customer using electric generating facilities to produce all or a portion of Customer's electrical load requirements must not operate the facilities in parallel with Company's facilities until written approval is obtained from Company, and Company has installed a meter(s) at Customer's expense that records the generator output at pre-programmed intervals. A Customer must execute a written contract provided by Company for standby service before using the electric generating facilities in parallel with Company's system to produce all or a portion of its electrical load requirements, or shifting load to an isolated generator. A Delivery Services Customer with cogeneration or self-generation facilities is not required to take standby service from Company under Service Classification 22 or 30 of Ill. C. C. No. 31.

L. Energy and Demand Adjustment

Company will normally measure Customer's service at the Delivery Voltage. If Company requires measurement of Customer's service at a voltage other than Delivery Voltage, the demands and energy consumption measured will be increased or decreased to compensate for transformer losses. If Customer takes Metering Service from an MSP, the MSP must provide Customer's meter usage data to Company.

M. Reactive Demand

A non-residential Customer must operate its electric facilities so as to minimize its leading reactive demand during Off-Peak Periods. Company may test Customer's reactive demand to determine if Customer is complying with this requirement. If Company determines that Customer's leading reactive demand causes excessive voltage disturbances in Company's supply lines, Customer may pay Company for its cost of testing, and the installing of any necessary facilities to minimize reactive demands.

DELIVERY SERVICES CUSTOMER TERMS AND CONDITIONS

N. Discontinue Operations

If a non-residential Customer subject to a contractual or tariffed term of service specified in a service classification, rate, rider or contract, should cease all operations and discontinue business at the location where utility service is being rendered, the Customer may, upon not less than 30 days written notice to Company, cancel the term then in effect at the beginning of any billing period, unless notice requirements for term cancellation in the Customer's contract, service classification, rate or rider, provide otherwise.

O. Usual Conditions

All motors 5 hp or larger shall be three phase except where installations are made with Company's approval in an area where three phase is not available. Where motors rated above 30 horsepower are to be installed, the characteristics of such motors shall be referred to Company for approval prior to installation.

Company is not responsible for damage to Customer's motor or equipment caused by conditions not due to negligence of Company. Customer is required to provide suitable protection so that a motor and the equipment to which it is connected will be protected in case of overload, loss of voltage, low voltage, loss of phase (single phase or three phase motors), and re-establishment of normal service after any of the above conditions.

All installations of emergency generators by Customers shall conform to Company's specifications.

Company reserves the right to shut off the supply of electric energy at any time when such action is necessary for the purpose of making repairs or in case of an emergency. Company shall make reasonable efforts to notify Customer in advance of shutting off the supply of electric energy for the purpose of making repairs where no emergency is involved.

DELIVERY SERVICES CUSTOMER TERMS AND CONDITIONS APPENDIX A

STANDARD RESIDENTIAL BILL FORM

TO BE PROVIDED IN THE FUTURE

Date of Filing,

Electric Delivery Service Schedule Ill. C. C. No. 36

DELIVERY SERVICES CUSTOMER TERMS AND CONDITIONS APPENDIX A

STANDARD NON-RESIDENTIAL BILL FORM

TO BE PROVIDED IN THE FUTURE

Date of Filing,

Electric Delivery Service Schedule III. C. C. No. 36

DELIVERY SERVICES CUSTOMER TERMS AND CONDITIONS APPENDIX A

BILL FORM - DEFINITIONS

TO BE PROVIDED IN THE FUTURE

Electric Delivery Service Schedule III. C. C. No. 36

DELIVERY SERVICES CUSTOMER TERMS AND CONDITIONS APPENDIX A

RESIDENTIAL DISCONNECT NOTICE

TO BE PROVIDED IN THE FUTURE

Electric Delivery Service Schedule III. C. C. No. 36

DELIVERY SERVICES CUSTOMER TERMS AND CONDITIONS APPENDIX A

NON-RESIDENTIAL DISCONNECT NOTICE

TO BE PROVIDED IN THE FUTURE

Date of Filing,

Date Effective,